appear that the prosecution of these proceedings is still under his control. In each case I have examined, where an injunction has been decreed, such was the condition of affairs. The assignment sworn to in this case seems to confer upon the assignee entire control over the attachment suits. It is, indeed, insisted that the consideration of this assignment, which is set out in the affidavit, shows that it is not really an assignment, but merely a power to collect. Even so; it seems to be a power of attorney, coupled with an interest which is irrevocable, by the creditor, at least, to the extent of the agent's interest in the claim. Therefore, as it presently appears that the defendant sought to be enjoined is powerless to control or arrest the attachment proceedings, no writ commanding him to do so can go."

Section 3652a of Pollard's Supplement to the Code of 1887 is directed at this method of collecting debts. It pronounces unlawful both the assignment of a claim, for or without value, and the institution of proceedings out of the State for the purpose of depriving the debtor of his exemptions under the statutes of Virginia. The offender is liable to a fine and also to an action of debt for the money recovered in the foreign proceeding.

BENEFIT INSURANCE—AMENDMENT OF RULES—REASONABLENESS—NOTICE TO MEMBERS.—The plaintiff is the beneficiary named in a benefit certificate issued by the defendant to the insured, her son. When he became a member of the order he agreed, by his application and certificate, to be bound by its rules and regulations then existing and those thereafter to be enacted. When he accepted his certificate, he had the right to engage in the occupation of a freight brakeman. Thereafter the defendant amended its by-laws to the effect that, if any member should enter upon or be engaged in the occupation of a freight brakeman, he should thereby forfeit his membership and certificate. No provision was made for notice of the change to pre-existing members. The insured never had any notice thereof, and after it went into effect he became a freight brakeman, and was killed in the discharge of his duties as such. This is an action upon the certificate. *Held*, that the amendment was unreasonable and void as to the insured. *Tebo* v. *Royal Arcanum* (Minn.), 93 N. W. 513. Citing *Thibert* v. *Knights of Honor*, 78 Minn. 448, 47 L. R. A. 136, 79 Am. St. R. 412.

Per Start, C. J:

"In that (the *Thibert*) case the insured, at the time he became a member of the order, was entitled to written notice of the number and amount of his assessments The by-law to this effect was amended without his knowledge or consent so that assessments were required to be paid by a certain date without notice, and if not paid, the member should stand suspended and his rights forfeited, unless reinstated. It was held that the amendment was unreasonable, and not binding on a pre-existing member. We are unable on principle to distinguish the two cases. In the one case, by a change of the by-law, the right of a pre-existing member to receive notice of assessments was abrogated without notice to him. In the other the right of such a member to engage in the occupation of a freight brakeman was, by an amendment to the by-law, taken from him without notice, and, in ignorance that such right had been set aside, he entered upon such occupation, whereby, if the amendment is reasonable, his membership and certificate were forfeited without his ever knowing it. If the amendment was unreasonable in the former case, it

most certainly is in the latter. It would be difficult to conceive of a change in the by-laws which would be more liable to prejudice the rights of pre-existing members without notice than the one here in question. Unquestionably, there was no such intention on the part of the officers of the defendant in making the change here in question, but this does not alter the fact that, if the amendment is binding on pre-existing members without notice, it is well calculated to entrap them into doing an act—that is, changing their occupation—which would forfeit their certificates."

BILLS AND NOTES—CHECKS—PRESENTMENT—DELAY—PREJUDICE.—Plaintiff, the payee of defendant's check upon a bank in another county received it on Friday, and on the Monday following deposited in a local bank which immediately put it in the usual course of collection through its correspondents. Upon presentment to the drawee bank, payment was refused for want of funds. There was no claim that an earlier presentation would have resulted in its payment. A request to charge the jury that unless they believed that the check was presented in a reasonable time, they should find for defendant, was denied. *Held*, not error. *Fritz* v. *Kennedy* (Iowa), 93 N. W. 603.

Per Weaver, J:

"Failure to promptly present a bill of exchange for payment works a discharge of the indorser, without reference to the resulting damage or prejudice, but this rule does not hold good with reference to ordinary bank checks. If a man buys property and pays for it by a bank check, some prejudice must be shown, before a mere delay in presenting it for payment will operate to discharge the debt. *Stewart* v. *Smith*, 17 Ohio St. 83; *Bradford* v. *Fox*, 38 N. Y. 289; *Burkhalter* v. *Bank*, 42 N. Y. 538; Parsons' Bills & Notes, 72-74; *Henshaw* v. *Root*, 60 Ind. 220. If the bank upon which the check was drawn had closed its doors during the alleged delay, with a balance applicable to the payment of such check due the drawer, then there would be a presumption of prejudice to him; but if the check is dishonored for want of funds, and there is no pretense that an earlier demand would have been honored, or where the drawer has himself withdrawn the deposit against which the check was made, then there is no such presumption. Men cannot buy property and pay for it in legal presumptions of that kind. *Bell* v. *Alexander*, 21 Gratt. 1; *Shaffer* v. *Maddox*, 9 Neb. 205, 2 N. W. 464; *Pack* v. *Thomas*, 51 Am. Dec. 138; *Emery* v. *Hobson*, 63 Me. 32; *True* v. *Thomas*, 16 Me. 36; Daniel on Neg. Inst. sec. 1589; *Fletcher* v. *Pierson*, 69 Ind. 281, 35 Am. Rep. 214. Plaintiff having shown that he did present the check, and that there were no funds on deposit to meet it, we think he made a *prima facie* case, entitling him to recover, in the absence of a plea or proof that any loss or damage had been occasioned by want of an earlier presentation."

The doctrine, in a word, is that prejudice must appear. *Bell* v. *Alexander*, *supra*, was followed in *Purcell* v. *Allemong*, 22 Gratt. 739. Section 186 of the Negotiable Instruments Act (which, by the way, is in force in Iowa, though it is not mentioned in the opinion in the principal case), provides that "a check must be presented for payment within a reasonable time after its issue or the drawer thereof will be discharged from liability thereon *to the extent of the loss caused by the delay*," but, manifestly, if there is no loss, there can be no discharge. In Pollard's Supplement to the Code of 1887, the word "drawer" in this section is printed "drawee," but the mistake is obvious.